

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

(1) CHRISTOPHER SMOAK, an)	
individual residing in California,)	
)	
Plaintiff,)	
)	
vs.)	Case No. CIV-18-1096-PRW
)	
(1) BITCOIN MARKET, LLC, an)	
Oklahoma limited liability company;)	
(2) DUSTIN W. DOLLAR, an individual)	
residing in Oklahoma; and (3) TIFFANY)	
DOLLAR, an individual residing in)	
Oklahoma,)	
)	
Defendants.)	

ORDER

Before the Court is Plaintiff's Motion for Entry of Default Judgment Against Defendants Bitcoin Market, LLC, Dustin W. Dollar and Tiffany Dollar and Brief in Support (Dkt. 26). Plaintiff's complaint asserts a breach of contract claim against Defendants and that he is owed damages.¹ Defendants Bitcoin Market, LLC, Dustin W. Dollar, and Tiffany Dollar, were served on December 7, 2018, December 10, 2018, and November 14, 2018, respectively.² The time for Bitcoin Market, LLC, to answer or otherwise plead or move expired on December 28, 2018.³ The time for Dustin W. Dollar to answer or otherwise plead or move expired on December 31, 2018.⁴ The time for Tiffany Dollar to answer or otherwise plead or move expired on December 5, 2018.⁵

¹ See Second Am. Compl. (Dkt. 14). Specifically, Plaintiff asserts he is owed damages in the amount of the value of 75 bitcoin, the value of his lack of access to his bitcoin, \$1,000.00, and attorneys' fees and costs. See Mot. for Entry of Default J. (Dkt. 26) at 9.

² See Return of Service (Dkt. 8) (Bitcoin Market, LLC); Return of Service (Dkt. 7) (Dustin W. Dollar); Acknowledgement of Service (Dkt. 5) (Tiffany Dollar).

³ See Fed. R. Civ. P. 12(a)(1)(A).

⁴ See *id.*

⁵ See *id.*

The Defendants have filed no entry of appearance, answer, request for extension of time, or any other motion. On May 21, 2019, Plaintiff filed a Motion for Entry of Default Judgment Against Defendants Bitcoin Market, LLC, Dustin W. Dollar and Tiffany Dollar and Brief in Support (Dkt. 26). The Clerk certified the Defendants' default on February 1, 2019 (Dkt. 15).

The Court held an evidentiary hearing on the motion for default judgment on July 23, 2019, at which only counsel for Plaintiff appeared. While Fed. R. Civ. P. 8(b)(6) authorizes the Court to take the allegations in the complaint, except those relating to damages, as true,⁶ Fed. R. Civ. P. 55 also permits the Court to conduct a hearing to “establish the truth of any allegation by evidence,”⁷ “determine the amount of damages,”⁸ or “investigate any other matter.”⁹ After reviewing the filings in this case and receiving evidence in the hearing as to the basis of the breach of contract claim and damages, the Court finds that Plaintiff has stated a basis for his breach of contract claim and default judgment should therefore be entered against Defendants Bitcoin Market, LLC, Dustin W. Dollar, and Tiffany Dollar.

The Court further finds that Plaintiff is entitled to damages in the amount of \$723,143.50. This award is based on the following calculations: (1) the value of 75 bitcoin as of the date of entry of judgment ($75 \times \$9,628.58^{10}$); plus (2) \$1,000.00 representing the amount Plaintiff transferred to

⁶ “An allegation—other than one relating to the amount of damages—is admitted if a responsive pleading is required and the allegation is not denied.” Fed. R. Civ. P. 8(b)(6).

⁷ Fed. R. Civ. P. 55(b)(2)(C).

⁸ Fed. R. Civ. P. 55(b)(2)(B).

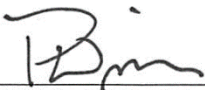
⁹ Fed. R. Civ. P. 55(b)(2)(D).

¹⁰ The bitcoin price reflected here is calculated by averaging the bitcoin converter prices from CEX-IO, a bitcoin converter suggested by Plaintiff, and coinbase, another large cryptocurrency converter. According to CEX-IO, a bitcoin is worth \$9,627.70 on this date, and according to coinbase, a bitcoin is worth \$9,629.46. See CEX-IO, <https://cex.io/> (last visited July 24, 2019); *Top 50 cryptocurrency prices*, COINBASE (2019) <https://www.coinbase.com/price/> (last visited July 24, 2019).

Defendant Dustin Dollar to be held in his Bitcoin Market account.¹¹ The Court concludes that Plaintiff's claim to compensation for lack of access to his bitcoin, or lost profits, is not recoverable because it was not foreseeable at the time of contracting.¹² Moreover, attorneys' fees and costs are inappropriate here, as such an award is not statutorily available, and Plaintiff merely speculates in the complaint and at the hearing that the relevant contract contains a provision for the award of attorneys' fees and costs to the prevailing party.¹³

Accordingly, the Court **GRANTS** Plaintiff's Motion for Default Judgment (Dkt. 26) and **ORDERS** that default judgment for \$723,143.50 be entered against Defendants Bitcoin Market, LLC, Dustin W, Dollar, and Tiffany Dollar. A separate judgment will issue.

IT IS SO ORDERED this 24th day of July, 2019.



PATRICK R. WYRICK
UNITED STATES DISTRICT JUDGE

¹¹ See Second Am. Compl. (Dkt. 14) at 5, ¶ 18.

¹² See *Florafax Intern., Inc. v. GTE Market Resources, Inc.*, 933 P.2d 292 (Okla. 1997).

¹³ See Second Am. Compl. (Dkt. 14) at 6, ¶ 31.